

Standard Terms and Conditions Provision of Services

General Terms of Service

1 Supply Agreement

- 1.1 The General Terms of this Agreement shall apply to all services provided by Cybertrace Pty Ltd ("CYBERTRACE") to You. The Specific Terms shall apply to the specific goods or services requested by You.
- 1.2 CYBERTRACE may vary these terms and conditions at any time by giving notice in writing to you.

2 Requests, Proposals and Pricing of Fees

- 2.1 You may request CYBERTRACE to provide any Goods or Services to You. CYBERTRACE is not obliged to provide any Goods or Services to You, but may in its discretion supply such Goods or Services subject to this Agreement and CYBERTRACE's standard pricing, in which case the Fees will be in accordance with the standard pricing as varied from time to time.
- 2.2 Prior to supply CYBERTRACE may in its discretion provide a Proposal to You setting out pricing which is different to the standard pricing. If You accept a Proposal, the Fees will be as set out in a Proposal, subject to variation in accordance with this Agreement.
- 2.3 CYBERTRACE may vary the specific Service offerings in a Proposal from time to time in its absolute discretion, and in such instances, the Fees will be varied accordingly.
- 2.4 Where You request CYBERTRACE to carry out any additional work not covered by the terms of a Proposal then the additional work shall be subject to these terms unless expressly otherwise provided and the Fees shall be increased by the amount quoted for such extra work, or if no fee is quoted, an amount calculated at CYBERTRACE's standard pricing.

3 Payment of Fees

- 3.1 You shall pay CYBERTRACE the Fees on or prior to the delivery of the Goods, Products or Services requested by or within 14 days from the date of the issue of an invoice for Services, unless otherwise agreed in writing.
- 3.2 If CYBERTRACE grants You payment terms or credit in writing signed by an authorised officer of CYBERTRACE, or otherwise sets out different payment terms in a Proposal, then such terms will vary clause 3.1 above.
- 3.3 The Fees charged for Goods, Product and/or Services may be varied by CYBERTRACE from time to time by notice to You. This will apply even if you accept a Proposal, but only to Goods, Product or Services supplied after the notice of variation.
- 3.4 CYBERTRACE may charge and you agree to pay interest on the outstanding amount at the rate of 1.5% per month. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed within a year consisting of 365 days. You will be required to pay all Fees due to CYBERTRACE upon receipt of any request for payment under this clause and You will be charged the reasonable cost of all expenses, including legal costs incurred in the enforcement of the notice of default.

4 GST

- 4.1 Where a supply under these terms and conditions is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of that supply shall be added to the amount exclusive of GST paid or payable for that supply under these terms and conditions.
- 4.2 The provisions contained in clause 4.1 apply notwithstanding any other clause of these terms and conditions whatsoever.
- 4.3 Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under these terms and conditions.
- 4.4 In this clause GST has the meaning it has in *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*.

5 Term and Termination

- 5.1 A Proposal may specify a minimum term for the supply of Services. Upon expiration of a minimum term or if no minimum term is specified, this Agreement will remain in force until a party gives one (1) months written notice to the other party of termination. CYBERTRACE may terminate prior to the expiry of a minimum term at any time by providing thirty (30) days written notice to You.
- 5.2 Either party may terminate a supply if:
 - (a) the other party commits any material or persistent breach of its obligations under this Agreement which in the case of a breach capable of remedy, shall not have been remedied within 14 days of receipt by the party in breach of a notice identifying the breach and requiring its remedy or such other reasonable period depending on the circumstances); or
 - (b) the other becomes insolvent or where an individual becomes bankrupt or enters into a scheme or arrangement with creditors.
- 5.3 Termination under this clause must be effected by written notice served on the other party. Termination under this clause shall be without prejudice to any rights that may have accrued for either of the parties before termination and all sums due under this Agreement shall become payable in full when termination takes effect.
- 5.4 If You wish to terminate or cancel a supply of Services prior to the expiry of the minimum term, You will be required to pay the remaining payments up to the end of the minimum term.
- 5.5 CYBERTRACE may suspend provision of Services immediately and for such period as CYBERTRACE considers appropriate if any monies owing to CYBERTRACE are due and unpaid.

6 Termination prior to supply

- 6.1 CYBERTRACE may terminate this Agreement, or a Proposal, in full or in relation to specific Goods or Services, immediately if, in its absolute discretion, the provision of the Services poses a risk to any of CYBERTRACE's personnel.
- 6.2 CYBERTRACE may also immediately terminate this Agreement or a Proposal, if it has reasonable grounds to believe You are insolvent or insolvency is imminent.

7 Liability

- 7.1 This Agreement shall be subject to any rights conferred upon CYBERTRACE and You by the Competition and Consumer Act 2010 or similar legislation which cannot by agreement or otherwise be excluded, restricted, or modified. Where any warranty or condition cannot be excluded then liability shall be limited to, at the election of CYBERTRACE, re supply or the payment of the cost of resupply of any goods, product or services in breach of such warranty or condition.
- 7.2 CYBERTRACE will not be liable to You for:
- 7.3 Loss or damage for any reason as a consequence of strikes, labour disputes, fires, floods, other extreme weather conditions, accidents, mechanical breakdowns, road closures, invasions, riots, mobs, wars, national emergencies, significant or sustained disruption to power services, embargoes or restraints or any other circumstances beyond the reasonable control of CYBERTRACE.
- 7.4 any indirect, consequential, special, or economic loss, cost or liability; or
- 7.5 any loss or damage suffered by You except if such loss or damage is caused by the sole negligence of CYBERTRACE or its employees.
- 7.6 In any event, liability of CYBERTRACE whether in contract, tort (including negligence) or otherwise will be limited to a maximum amount equal to the one times the annual contract value, in respect of the aggregate of all claims arising out of or in relation to any one event or series of events.
- 7.7 You shall notify CYBERTRACE in writing of any claim within 3 months of the day upon which You became aware of or ought to have become aware of the existence of such claim. If no such notice is given You will be deemed to have waived and abandoned completely any such claim which after the expiration of such period shall not be allowable or admitted. Time shall be of the essence of this clause.

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- 7.8 You shall keep CYBERTRACE indemnified at all times against any loss arising from claims made against CYBERTRACE by any party with respect to any theft, loss, damage, destruction, death or injury arising out of or in any way in relation to the provision or failure to provide the Services except in the case of negligence on the part of CYBERTRACE, its employees or agents or a breach by CYBERTRACE of the terms of this Agreement.
- 8 Intellectual Property**
- 8.1 CYBERTRACE retain all rights, title and interest subsisting in any documentation (electronic or hard copy) or other product and other information and materials ("CYBERTRACE product") supplied to You for the purposes of carrying out the Services under this Agreement.
- 8.2 Where You supply any documentation (electronic or hard copy), diagrams or plans and other information and materials ("Customer Materials") under this Agreement, You retain all right, title and interest in such Customer Materials but grant CYBERTRACE a perpetual, irrevocable, royalty free non-exclusive licence to use, reproduce and modify Customer Materials to enable CYBERTRACE to fulfil its obligations under this Agreement. You agree to accept full responsibility for all Customer Materials provided to CYBERTRACE under this Agreement and agree to indemnify CYBERTRACE for any action, claim, liability, cost or expense arising out of any threatened or actual infringement of intellectual property rights arising out of the use by CYBERTRACE of Your Materials.
- 9 Dispute Resolution**
- 9.1 The parties agree that they must initially use all reasonable endeavours to resolve any dispute arising under this Agreement within 10 business days of a party being advised by written notice of such a dispute.
- 9.2 If the parties are unable to resolve the dispute within that time frame, they must refer the dispute to an executive officer from each party to resolve. The parties will again use all reasonable endeavours to resolve the dispute within a further 10 business days or such other reasonable period agreed between the parties.
- 9.3 If the dispute is not resolved in accordance with sub clause 2, the parties may either agree to refer the matter to Mediation or some other form of alternative dispute resolution or commence legal proceedings.
- 10 Force Majeure**
- 10.1 CYBERTRACE will not be in breach of this Agreement or be liable to the other party if CYBERTRACE fail to perform or delay in the performance of an obligation as a result of an event beyond CYBERTRACE's reasonable control, including but not limited to strikes, industrial disputes, fire, flood, act of God, war or a terrorism related event.
- 10.2 insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, weather or traffic conditions (including peak hour traffic), temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.
- 11 Disclosure and use of Personal Information**
- 11.1 By entering into this Agreement, You agree that unless indicated otherwise in a Proposal, that CYBERTRACE may forward to You from time to time promotional material and information regarding any of CYBERTRACE's goods, product and services.
- 11.2 By entering into this Agreement, You consent to CYBERTRACE's collection of Your personal information for the purpose of providing You with the services under this Agreement and information regarding CYBERTRACE's products and systems in accordance with the Privacy Act 1988. CYBERTRACE may disclose Your personal information to other organisations that assist CYBERTRACE in the provision of these services including related bodies corporate, subcontractors, marketing organisations and relevant banking or financial authorities.
- 12 Credit Enquiries and Credit terms**
- 12.1 You agree that if CYBERTRACE requires financial information about You for any application for credit on terms which attract the operation of the Privacy Act 1998, by seeking or enquiring about credit, You specifically agree and acknowledge that CYBERTRACE may:
- 12.2 disclose to a credit reporting agency certain personal information about You including information contained in this application, Your identification, the amount of credit applied for, payments overdue by more than 60 days, advise the payments are no longer overdue, a serious credit infringement which CYBERTRACE believe You have committed; and the discharge of the credit facility (if granted one);
- 12.3 in assessing the application for credit and any later request for credit, CYBERTRACE may obtain from a credit reporting agency a credit report containing personal credit information, information about commercial activities or commercial worthiness.
- 12.4 provide to or obtain from any credit provider(s) named in a credit report information about Your personal or commercial credit arrangements including information relating to credit worthiness, credit standing, credit history, or credit capacity.
- 12.5 If CYBERTRACE approve Your application for credit, Your consent and acknowledgement in this Agreement will remain in force until the full amount owing to CYBERTRACE under the credit facility is paid.
- 12.6 CYBERTRACE will approve Your application for credit in its absolute discretion and CYBERTRACE reserves the right to withdraw any Proposal cancel the Services and terminate this Agreement should such credit assessment be unsatisfactory to CYBERTRACE.
- 13 PPSR**
- 13.1 Terms used in this clause are defined in the Personal Property Securities Act 2009 (Cth).
- 13.2 If you request the supply of products or goods on credit terms, or are supplied Goods prior to payment in full, then
- (a) CYBERTRACE will retain title to such Goods until you have paid for those Goods in full.
- (b) You grant to CYBERTRACE a purchase money security interest ("PMSI") in those Goods; and
- (c) You indemnify CYBERTRACE for the cost of registration and enforcement of the PMSI.
- 14 Miscellaneous**
- 14.1 No Strike breaking etc. You may not request CYBERTRACE's employees to carry out any illegal duties, including but not limited to strike breaking
- 14.2 Non-solicitation. You will not, from the date of this Agreement to twelve months after completion of the provision of services by CYBERTRACE, solicit, employ, or contract any employee or contractor of CYBERTRACE.
- 14.3 You agree that if You employ or engage any person directly, contrary to this clause You shall be liable to pay to CYBERTRACE liquidated damages in a once off amount equal to 30% of such person's annual salary or annualised contracted amount (if a contractor) at the time of departing CYBERTRACE even if they have been employed or contracted by another organisation after departing CYBERTRACE and prior to being engaged or employed by You.
- 14.4 Assistance. You will give CYBERTRACE and its employees and contractors all assistance reasonably requested by CYBERTRACE to enable CYBERTRACE to supply the Goods, Product and/or Services to You.
- 14.5 Confidentiality. Each party shall treat as confidential all information which comes into its possession, pursuant to or as a result of or in the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of the other party or the clientele of the other party or otherwise. Neither party shall, without the written permission of the other, disclose such confidential information to a third party. This obligation does not apply if the information is already in the public domain without any breach of this Agreement or the disclosure is required by law.



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- 14.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements, and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which You may seek to impose.
14.7 No Waiver. No right under this Agreement will be deemed to be waived except by notice in writing signed by each party and any failure by CYBERTRACE to enforce any clause of this Agreement, will not be construed as a waiver of CYBERTRACE's rights under this Agreement.
14.8 Severability. Should any part of this Agreement for any reason be held to be invalid, unenforceable, or illegal, such judgment on holding
14.9 will not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the part of this Agreement directly involved in the matter of proceeding and the remainder of this Agreement will remain in full force and effect.
14.10 No Set Off. You may not set off or contract charge any monies owing under this Agreement.
14.11 Notice. Any notice to be given under this agreement must be signed by the party giving the notice or a duly authorised officer. It may be served by delivering the notice personally or by mail or facsimile to the usual or last known address or facsimile number.
14.12 No Assignment. You shall not assign any of Your interest in this Agreement without the prior written consent of CYBERTRACE. CYBERTRACE may at any time assign, sub- contract or license any part of its rights and obligations under this Agreement.
14.13 Acceptance of terms. You do not need to sign these terms to accept them and requesting CYBERTRACE to supply Goods or Services will be deemed acceptance of these terms.
14.14 Law and Jurisdiction. This Agreement is subject to the law of New South Wales. The parties submit to the jurisdiction of the courts of New South Wales.
15 Interpretation
15.1 The section headings in this Agreement are used for convenience only, are not substantive, and shall not be interpreted to define, describe, or otherwise limit the interpretation of the provision under the section headings or of the Agreement as a whole.
16 In this Agreement:
16.1 Fees means the charge for Goods and Services provided by CYBERTRACE to You
16.2 Product means any goods or product supplied by CYBERTRACE to You.
16.3 Proposal means a written proposal approved by CYBERTRACE.
16.4 Services means provided by CYBERTRACE to You comprising any, or all CYBERTRACE's Services and Additional Services as required from time to time during the term of this Agreement.
16.5 Subject means the individual who has been referred by You to CYBERTRACE to either be investigated or located.
16.6 Cyber-investigation means an investigation based upon open source and database records regardless of the objective of the investigation, except where the primary objective is to locate an individual. A Cyber-investigation is based on both information supplied by You to CYBERTRACE as well as any additional information that CYBERTRACE identifies relating to that person.
16.7 Skip trace means locating a person based on both information supplied by You to CYBERTRACE as well as any additional information that CYBERTRACE identifies relating to that person.
16.8 'You' means the person (including an entity) which requests goods and/or services from CYBERTRACE.
16.9 Located skip trace (Locate) means a double confirmation of the Subject's address, primarily a residential address, though in some situations if a work address can be confirmed, CYBERTRACE will liaise with the Client to confirm they will accept the work address as a locate. A detailed located report will be issued for Locates.

- 16.10 Non-located skip trace (Non-locate) means that despite all efforts, the Subject's address cannot be double confirmed. Standard fees are charged in this instance which cover reasonable expenses incurred by CYBERTRACE during the skip trace process. CYBERTRACE will invoice YOU for a service and not a result.
16.11 If You dispute the accuracy of a Locate and advise us it is a Non-locate, you must supply evidence including an affidavit of the Agent who has attended the address to make enquiries. Your inability to contact or speak with the Subject or their family or a close associate by phone or other form of communication does not constitute a Non-locate. Your inability to collect on any debt (whether in full or in part) owed by the Subject does not constitute a Non-locate.
16.12 The Agent attending the address must make all reasonable efforts to prove the Subject does not reside at the address. If based upon the evidence of the Agent, a Locate becomes a Non-locate, You must provide CYBERTRACE with the option of Retracing. CYBERTRACE maintains the right to refuse this request without reason.
16.13 Double confirmation occurs when CYBERTRACE has two independent sources confirming the current address of the Subject. This can be two independent databases or a combination of databases, open source (general internet) records, social media or telephone conversations. As some investigative methods are protected as intellectual property, we retain the right to not disclose all investigative methods.
16.14 Retrace means when You have provided evidence of a Non-locate and CYBERTRACE have elected to conduct a retrace. If You refer the retrace to CYBERTRACE within 14 days of CYBERTRACE's original report, the retrace service will be conducted free of charge. After 14 days from the date the report was issued, You will be charged a standard skip trace service fee.
16.15 Evidence of a Subject's location is not offered by CYBERTRACE. As CYBERTRACE is an intelligence company, we provide intelligence relating to the likely location of a Subject. CYBERTRACE will assess and judge the available intelligence and provide you a report based on our findings.
16.16 Intelligence is value added information. CYBERTRACE's skip tracing Skip trace services are an intelligence and research-based service and no guarantee can be given as to the result of a skip trace file. However, every effort is made to ensure the accuracy of our results.

I have read, understood, and agree to be bound by terms of this letter.
Signature
Full Name
Date